

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jetaun S. Jones		02/26/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Walden-Hays, Inc.		
Street Address:	PO Box 1071		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10276		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3256097	BEYOUTIFUL	
CORRESPONDENCE DATA			
Fax Number:	(724)779-7820		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-432-4582		
Email:	trademark@ae.com		
Correspondent Name:	Courtney Ballas		
Address Line 1:	77 Hot Metal Street		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15203		
NAME OF SUBMITTER:	Courtney Ballas		
Signature:	/Courtney Ballas/		
Date:	03/03/2010		

OP \$40.00 3256097

Total Attachments: 7
 source=BEYOUTIFUL Agreement#page1.tif

900156095

**TRADEMARK
 REEL: 004159 FRAME: 0905**

source=BEYOUTIFUL Agreement#page2.tif
source=BEYOUTIFUL Agreement#page3.tif
source=BEYOUTIFUL Agreement#page4.tif
source=BEYOUTIFUL Agreement#page5.tif
source=BEYOUTIFUL Agreement#page6.tif
source=BEYOUTIFUL Agreement#page7.tif

AGREEMENT

This Agreement is entered into by and between Jetaun S. Jones, D.B.A. BeYouTiFul, an individual with a mailing address of PO Box 408, Amherst, NY 14226 (hereinafter referred to as “Ms. Jones”), and Walden-Hays, Inc., a New York corporation, and its parent, officers, directors, subsidiary and affiliated entities (hereinafter collectively referred to as “WHI”).

WHEREAS, Ms. Jones has used in commerce since December 2005 and has registered the trademark BEYOUTIFUL in the United States Patent and Trademark Office under Reg. Number 3,256,097 (“the Trademark”);

WHEREAS, WHI wishes to acquire all of Ms. Jones’s right, title and interest in and to the trademark BEYOUTIFUL;

NOW, THEREFORE, in consideration of the following mutual promises, and other good and valuable consideration, the receipt of which is duly acknowledged, the parties agree as follows:

1. Ms. Jones represents and warrants that she owns the entire right, title and interest in and to the Trademark including all trademark and/or copyright applications and registrations thereto.
2. In exchange for the consideration set forth in paragraph 4 of this Agreement, Ms. Jones hereby assigns to WHI all right, title and interest in the Trademark, including all trademark and/or copyright applications and registrations for the Trademark throughout the world and the goodwill associated therewith, and Ms. Jones will execute and deliver to WHI executed copies of this Agreement and the Trademark Assignment attached as Exhibit A to this Agreement.
3. Ms. Jones agrees to cease using the Trademark, or any Trademark that is

confusingly similar thereto, for any and all uses, including, but not limited to, the manufacture, distribution, marketing, promotion, advertising, offering for sale, and/or sale of any goods bearing the Trademark and/or retail services under the Trademark.

4. WHI agrees to pay to Ms. Jones a one-time, lump-sum payment of eight thousand dollars (\$8,000) by delivering a check payable to Ms. Jones at the time of WHI's receipt of an original of this Agreement fully executed by all parties thereto and an original executed version of the Trademark Assignment attached as Exhibit A to this Agreement. Also, Ms. Jones will provide WHI the original Certificate of Registration of the BEYOUTIFUL trademark at this time.

5. Ms. Jones hereby indemnifies WHI, its parent, affiliates, subsidiaries, officers, directors and employees, designer(s) and the manufacturer(s) from any and all judgments, fines, liabilities, royalties, interest, expenses, and/or court costs arising out of any and all claims and demands occurring before the date of this Agreement that the Trademark infringes any intellectual property right of any third party.

6. Each party understands, acknowledges and agrees that it shall in no way disparage or otherwise refer to in a negative context the other party by way of any written, oral, or other communication to any other party or non-party including, without limitation, on any Internet website.

7. As part of the consideration for this Agreement, and as an inducement for each party to enter into this Agreement, the parties agree, covenant, promise and represent that, in perpetuity, the existence, terms and conditions of this Agreement are confidential and may not be disclosed to any person or entity except as follows:

a. If this Agreement or its terms and conditions need to be disclosed or

produced by either party in litigation, the parties will only disclose or produce it subject to a protective order or pursuant to an order by a court. In the event a court denies a party's request for such a protective order, the party will give notice promptly to the other in order that the other party may take whatever action it deems appropriate and necessary to maintain the confidentiality of the Agreement or its terms and conditions.

b. The parties may disclose the terms and conditions of this Agreement to their attorney(s), independent auditor(s) and/or accountant(s) if, and only to the extent, required. All such persons shall agree to be subject to the terms of this confidentiality provision.

c. If this Agreement or its terms and conditions need to be disclosed by WHI in order to show that an assignment of rights was made and/or to show a chain of title and/or use of the Trademark, WHI may disclose this agreement. With respect to any requirement to show any of the foregoing, Ms. Jones agrees to cooperate with WHI's efforts including providing further signed documentation and/or details and/or correspondence and/or evidence of use related thereto.

8. The parties each represent that this Agreement is freely and voluntarily entered into, that each of them has been afforded an opportunity to consult with an attorney of its own choice in connection with the execution of this Agreement and has relied upon the advice of such attorney in executing this Agreement; that no promise, inducement, or agreement not contained in this Agreement has been made on any subject in connection with this Agreement. This Agreement shall be deemed to have been drafted by all parties to the Agreement and no rule of construction shall be applied against any party as the drafter. The parties acknowledge that this is a fair Agreement and that it is not the result of any fraud, duress, or undue influence

exercised by any one party against another or by any third party against one of the parties.

9. This Agreement constitutes the entire agreement of the parties and all understandings, conversations, and communications, both oral and written, including all drafts of this Agreement are merged into and superseded by this Agreement. It may not be altered, modified or otherwise changed in any respect except by writing, duly executed by all parties or their authorized representatives.

10. In the event any provision of this Agreement or the application of any such provision shall be held by a court or tribunal to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

11. Each undersigned corporate representative represents and warrants that he/she is authorized to enter into this Agreement and that he/she has the capacity, full power and authority to bind his/her respective corporation to each and every provision of this Agreement.

12. This Agreement, and all of its terms, provisions and conditions, shall inure to the benefit of and be binding upon the parties hereto, including any and all of their respective officers, directors, agents, representatives, affiliates, parents, subsidiaries, principals, employees and attorneys and their legal successors and assigns.

13. The effective date of this Agreement shall be the date on which the last party to sign this Agreement has signed this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually-executed counterpart of this Agreement.

14. Each party hereto agrees to pay and bear all fees and costs of whatever

kind incurred by it incident to the preparation and carrying out of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be signed on the dates written below.

JETAUN S. JONES

By: [Signature]
Jetaun S. Jones

Dated: February 26, 2010

WALDEN-HAYS, INC.

By: [Signature]
Name: [Signature]
Title: [Signature]

Dated: February 26, 2010

COUNTY OF New York)
STATE OF NEW YORK) SS

COUNTY OF New York)
STATE OF NEW YORK) SS

Sworn to and subscribed before me this 26 day of February, 2010.

Sworn to and subscribed before me this 26 day of February, 2010.

[Signature]
NOTARY PUBLIC

[Signature]
NOTARY PUBLIC

BRAD SILVERMAN
Notary Public, State of New York
No. 01819186550
Qualified in Westchester County
Commission Expires May 6, 2012

BRAD SILVERMAN
Notary Public, State of New York
No. 01819186550
Qualified in Westchester County
Commission Expires May 6, 2012

Exhibit A

TRADEMARK ASSIGNMENT

*P.O. Box 407
Amherst
9/17
9/17*

WHEREAS, Jetaun S. Jones, an individual residing at 513 Elmwood Avenue, Buffalo, NY 14223 (hereinafter referred to as the "ASSIGNOR"), has adopted and is using in the United States the mark set forth in the attached Exhibit A (hereinafter referred to as the "Mark"); and

WHEREAS, Walden-Hays, Inc., a corporation organized and existing under the laws of the State of New York (hereinafter referred to as the "ASSIGNEE"), desires to acquire the rights ASSIGNOR has in and to said Mark and the goodwill associated with said Mark and the application for registration and registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer to ASSIGNEE its entire right, title, and interest in and to the Mark and the application for the Mark and registration thereto, together with the goodwill of the business symbolized by the Mark and the application thereof, and all other rights which ASSIGNOR has enjoyed thereunder in the United States, including any and all rights of recovery based on past infringement of said Mark and application, the same to be held and enjoyed by ASSIGNEE, its successors and assigns.

JETAUN S. JONES

By: 
Jetaun S. Jones

EXHIBIT A

<u>Mark</u>	<u>US Registration No.</u>
BEYOUTIFUL	3,256,097